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railway, and contact with it causes the injury, the question of fact is whether the act of the person injured in attempting to board or leave was one of ordinary care; if so, the act cannot be considered the proximate cause of the injury.

[Ed. Note.—For other cases, see Carriers, Cent. Dig. § 1369.* 2 Va.-W. Va. Enc. Dig. 709, 710; 12 Va.-W. Va. Enc. Dig. 851.]

Error to Law and Equity Court of City of Richmond.

Action by J. W. Arnold against the Virginia Railway & Power Company. To review a judgment for plaintiff, defendant brings error. Affirmed.

A. B. Guigon, H. W. Anderson, Thos. P. Bryan, and T. Justin Moore, all of Richmond, for plaintiff in error.

Cabell, Garnett & Cabell, of Richmond, for defendant in error.

BROWN *v.* THOMAS.

June 14, 1917.

[92 S. E. 977.]

1. Bills and Notes (§ 517*)—Authority to Fill Blanks in Note.—Under Negotiable Instruments Law, § 14 (Code 1904, § 2841a, subsec. 14), as to prima facie authority of holder to fill blanks in note, where, in action on such note, the defendant, who delivered the blank note, introduces no evidence to rebut the prima facie authority of plaintiff to fill blanks, such authority is established.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. §§ 1807-1815.* 2 Va.-W. Va. Enc. Dig. 428, 495.]

2. Bills and Notes (§ 537 (2)*)—Authority to Fill Blanks in Note.—Under such statute, requiring blanks in a note to be filled by the holder "within a reasonable time," the question of what is a reasonable time is usually for the jury, as when the facts are doubtful or disputed, and is a question of law when the facts are clearly established, undisputed, or admitted.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. §§ 1863-1865.* 2 Va.-W. Va. Enc. Dig. 428, 497.]

3. Trial (§ 139 (1)*)—Court and Jury.—Where the facts ascertained by demurrer to evidence are such that reasonable minds could draw but one conclusion, it is for the court to draw that conclusion as a matter of law.

[Ed. Note.—For other cases, see Trial, Cent. Dig. §§ 332, 333, 338-341.* 2 Va.-W. Va. Enc. Dig. 497.]

4. Bills and Notes (§ 60*)—Authority to Fill Blanks in Note—"Reasonable Time."—Where defendant, in October, 1913, had in-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

dorsed his brother's blank note, to be delivered to plaintiff, to secure plaintiff for indorsement of a certain note of the brother, and for any subsequent note plaintiff might indorse for such brother, and after indorsement of another note by plaintiff the brother died insolvent in August, 1915, and plaintiff, the day after such death, filled up the blank note, he did so within the "reasonable time" required by Negotiable Instruments Law, § 14.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. §§ 85-94.* 2 Va.-W. Va. Enc. Dig. 422, 428.

For other definitions, see Words and Phrases, First and Second Series, Reasonable Time.]

Error to Circuit Court, Culpeper County.

Action by T. H. Brown against R. L. Thomas. Judgment for defendant, and plaintiff brings error. Reversed and rendered.

Hidden & Bickers, of Culpeper, for plaintiff in error.

Grimsley & Miller, of Culpeper, for defendant in error.

COLONA et al. v. PARKSLEY NAT. BANK et al.

June 14, 1917.

[92 S. E. 979.]

1. Bills and Notes (§ 504*)—Actions—Nature of Liability—Evidence—Admissibility.—Where the holder in due course was warranted by the note itself in treating defendants, who placed their names thereon, as indorsers, evidence that there was an understanding between defendants that they should not be liable until the note was brought back to them for indorsement was incompetent.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. §§ 1719-1727.* 2 Va.-W. Va. Enc. Dig. 495.]

2. Bills and Notes (§ 519*)—Actions—Indorsers—Evidence.—In an action on a note, held, under the evidence, that defendants were indorsers, although some signed under the signature of the maker, and others in a column to the left, in view of Code 1904, § 2841a, subsec. 17, cl. 6, providing that, when a signature is so placed on an instrument that it is not clear in what capacity the person intended to sign, he is to be treated as an indorser.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. § 1802.* 2 Va.-W. Va. Enc. Dig. 495.]

3. Bills and Notes (§ 338*)—Good Faith of Purchaser—Care Required.—Those who execute negotiable paper are chargeable with

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.